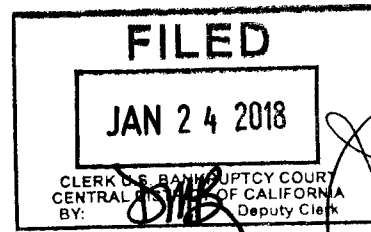


1 Andrew A. Smits (State Bar No. 146659)
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8 Attorney for Plaintiff Jay Twitty
9 and Amy Twitty



10
11 **UNITED STATES BANKRUPTCY COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION**

13 In re:

14 MICHAEL JOSEPH RUFFNER,

15 Debtor.

16 JAY TWITTY, an individual, and
17 AMY TWITTY, an individual,

18 Plaintiffs,

19 vs.

20 MICHAEL JOSEPH RUFFNER,

21 Defendant.

Case No.: 8:17-bk-14421-ES

Chapter 7

Adversary No.:

**COMPLAINT OF JAY TWITTY
AND AMY TWITTY TO
DETERMINE
DISCHARGEABILITY OF DEBT**

**[11 U.S.C. §§ 523(a)(2)(A) and
523(a)(6)]**

(Hearing date to be set by summons)

22 Plaintiffs Jay Twitty and Amy Twitty (collectively “Plaintiffs”) hereby allege
23 against debtor Michael Joseph Ruffner (“Debtor”) as follows:

24 1. This Court has jurisdiction over this core proceeding pursuant to 28
25 U.S.C. section 157(b)(2)(I) and 28 U.S.C. section 1334.

26 2. On November 8, 2017, Debtor filed a voluntary petition for relief
27 under Chapter 7 of Title 11 of the United States Code in the United States
28 Bankruptcy Court for the Central District of California, Santa Ana Division, as

1 United States Bankruptcy Court Case No. 8:17-bk-14421-ES entitled *In re Michael*
2 *Joseph Ruffner*.

3 3. This adversary proceeding is brought pursuant to 11 U.S.C. sections
4 523(a)(2)(A) and 523(a)(6) against the Debtor to determine the dischargeability of a
5 debt owed to Plaintiffs.

6 4. This adversary proceeding arises out of and is related to the Debtor's
7 Chapter 7 bankruptcy case identified above.

8 5. Venue properly lies in this judicial district under 28 U.S.C. section
9 1409 because Debtor's Chapter 7 bankruptcy case is pending in this district.

10 **PARTIES TO THIS ACTION**

11 6. Plaintiffs Jay Twitty and Amy Twitty are individuals who are
12 husband and wife and residents of Orange County, California.

13 7. Plaintiffs are informed and believe and thereon allege that Debtor is
14 an individual who resides in the County of Orange, State of California.

15 **THE JUDGMENT IS BASED ON FINDINGS OF FRAUD**
16 **AND INCLUDES AN AWARD OF PUNITIVE DAMAGES**

17 8. Plaintiffs have suffered willful and malicious injury as a result of
18 Debtor's fraudulent actions. Plaintiffs are creditors of Debtor by reason of a state
19 court judgment entered on December 30, 2011 in favor of Plaintiffs and against
20 Debtor in the amount of Sixty-Four Thousand Five Hundred Fifty-One Dollars and
21 28 Cents (\$64,551.28), which includes punitive damages ("Judgment"). The
22 Orange County Superior Court entered the Judgment in the case entitled *Jay*
23 *Twitty and Amy Twitty v. Michael Joseph Ruffner*, Orange County Superior Court
24 Case No. 30-2010-00405912 ("State Court Action"). A copy of the Judgment is
25 attached hereto as **Exhibit "1," pages 9 to 17.**

26 9. Debtor has not paid the Judgment. Plaintiffs renewed the Judgment on
27 June 16, 2015 with statutory interest accrued in the amount of \$22,248.86 and costs
28 in the amount of \$49.00. The renewed Judgment is in the amount of Eighty-Six

1 Thousand Eight Hundred Forty-Nine Dollars and 14 Cents (\$86,849.14). A copy of
2 the renewed Judgment is attached hereto as **Exhibit "2," pages 19 to 21.**

3 10. Debtor has not paid any amount of the renewed Judgment and statutory
4 interest continues to accrue thereon. As of January 23, 2018, additional interest in
5 the amount of \$22,582.04 has accrued, increasing the amount of the renewed
6 Judgment to \$109,431.18.

7 **THE STATE COURT ACTION**

8 11. Plaintiffs filed the State Court Action against Debtor on September 7,
9 2010 as a Complaint For Damages Based On: (1) Recovery Of All Compensation
10 Paid To Unlicensed Contractor Under Business & Professions Code § 7031,
11 Subdivision (b); (2) Breach Of Contract; (3) Negligence; and (4) Fraud. Plaintiffs
12 also sought punitive damages.

13 12. A summary of the facts giving rise to and alleged in the State Court
14 Action is set forth hereafter. Debtor operated a home remodel scam in South
15 Orange County where Plaintiffs live. On or about June 30, 2010, Plaintiffs entered
16 into an agreement with Debtor for remodel work at their home, including but not
17 limited to the following: remodeling the entire kitchen, including cabinets,
18 countertops, and appliances; remodeling the bathrooms, fireplace, and staircase;
19 removing old floor coverings and installing new floors throughout the house;
20 resurfacing the garage floor; painting throughout the interior of the house; and
21 exterior painting of the house. Plaintiffs paid money to Debtor under the contract.

22 13. Debtor falsely represented to Plaintiffs that he was a licensed
23 contractor qualified to perform the work. In making his false representations to
24 Plaintiffs, Debtor also used a fake license number in documentation provided to
25 Plaintiffs. Unbeknownst to Plaintiffs at the time of entering into the agreement and
26 paying money thereunder, the truth was that Debtor had never been a licensed
27 contractor.

28 //

1 14. Debtor breached the agreement for the remodel work. Debtor
2 demolished portions of the home, negligently performed some remodel work, and
3 left Plaintiffs' home in shambles.

4 15. Business and Professions Code section 7031, subdivision (b), provides
5 Plaintiffs with a severe remedy against persons performing contractor's work
6 without a license. Under the statute, Plaintiffs are entitled to recover all
7 compensation paid to unlicensed persons such as Debtor for performance of any act
8 in connection with the remodel work. Furthermore, the State of California and the
9 California State Contractors License Board view contracting without a license as
10 misdemeanor criminal activity and a felony if the person tries to mislead consumers
11 into believing that he is a licensed contractor, which happened here.

12 16. On November 4, 2010, Debtor, who was represented by counsel, filed
13 an answer in the State Court Action and generally denied the Plaintiffs' allegations.

14 17. On August 1, 2011, a trial was held in the State Court Action. Debtor
15 had a two-attorney team represent him at trial. Thereafter, the trial court entered
16 judgment in favor of Plaintiffs and against Debtor in the amount of \$64,551.28 on
17 all causes of action, including fraud – intentional misrepresentation, and awarded
18 punitive damages. (**Judgment, Ex. "1," pp. 9-17.**) As set forth in the eight-page
19 Judgment, the trial court made 68 detailed findings of fact and conclusions of law.
20 The Judgment's detailed findings on the fraud cause of action are set forth in
21 paragraphs 30 through 58. (**Ex. "1," pp. 12-15.**) The Judgment's detailed findings
22 of oppression, fraud and malice within the meaning of California Civil Code section
23 3294 and supporting the punitive damages award are set forth in paragraphs 59
24 through 68. (**Ex. "1," pp. 15-16.**)

25 18. As previously stated, Plaintiffs renewed the Judgment on June 16,
26 2015 in the amount of \$86,849.14. (**Ex. "2," pp. 19 to 21.**) The Judgment
27 continues to accrue statutory interest, and as of January 23, 2018 the amount of the
28 Judgment is \$109,431.18.

1 19. On November 8, 2017, Debtor filed this Chapter 7 bankruptcy case
2 with a view toward avoiding the Judgment.

3 **DEBTOR IS A FELON RECENTLY CONVICTED OF**
4 **SECURITIES FRAUD IN AN UNRELATED MATTER**

5 20. Debtor was convicted in Orange County Superior Court on November
6 28, 2016 of multiple counts of felony securities fraud. Debtor's sentence includes
7 one year of jail, which he is believed to have served, five years' formal probation
8 that he is currently serving, and restitution. Attached hereto as **Exhibit "3,"** pages
9 **23 to 24,** is a Case Summary for the criminal action styled *People v. Ruffner*,
10 Orange County Superior Court case number 16CF0911. The attached Case
11 Summary was obtained, and is available, from the website of the Orange County
12 Superior Court.

13 **FIRST CLAIM FOR RELIEF**

14 **(11 U.S.C. § 523(a)(2)(A))**

15 21. Plaintiffs reallege and incorporate by this reference the allegations of
16 paragraphs 1 through 20 above as if fully set forth herein.

17 22. Under 11 U.S.C. section 523(a)(2)(A), Debtor is not entitled to
18 discharge a debt for money, property, or services to the extent obtained by false
19 pretenses, a false representation, or actual fraud.

20 23. As set forth in the Judgment, the state court found that Debtor is liable
21 to Plaintiffs based on fraud – intentional misrepresentation. See Judgment,
22 paragraphs 30 through 58. (**Ex. "1," pp. 12-15.**)

23 24. Debtor is the same party against whom the Judgment was entered in
24 the State Court Action.

25 25. Debtor had a full and fair opportunity to litigate each of the issues
26 relating to the Judgment in the State Court Action.

27 26. The Judgment was granted on the merits and is final.

28 27. The issues relating to nondischargeability of the debt pursuant to 11

1 U.S.C. section 523(a)(2)(A) in this action are identical to the issues that were raised
2 and litigated in the State Court Action.

3 28. A determination of the issues relating to the nondischargeability of the
4 Judgment under 11 U.S.C. section 523(a)(2)(A) was necessary to the outcome of
5 the State Court Action.

6 29. The doctrine of collateral estoppel bars Debtor from disputing or
7 relitigating any and all of the issues that were determined by the state court in
8 granting the Judgment, which is based on fraud – intentional misrepresentation and
9 in favor of Plaintiffs.

10 30. The Debtor's obligations owing on the Judgment are non-
11 dischargeable, and Plaintiffs are entitled to entry of judgment in this action
12 accordingly.

13 **SECOND CLAIM FOR RELIEF**

14 **(11 U.S.C. § 523(a)(6))**

15 31. Plaintiffs reallege and incorporate by this reference the allegations of
16 paragraphs 1 through 30 above as if fully set forth herein.

17 32. Under 11 U.S.C. section 523(a)(6), Debtor is not entitled to discharge a
18 debt for willful and malicious injury by the Debtor to Plaintiffs.

19 33. The Judgment is based on the state court's findings that Debtor injured
20 Plaintiffs willfully and with malice when he committed the intentional tort of fraud.
21 Indeed, the state court awarded punitive damages against Debtor as part of the
22 Judgment. See Judgment, paragraphs 59 through 68. (**Ex. "1," pp. 15-16.**)

23 34. Debtor had a full and fair opportunity to litigate each of the issues
24 relating to the Judgment in the State Court Action.

25 35. The Judgment was granted on the merits and is final.

26 36. The issues relating to nondischargeability of the debt pursuant to 11
27 U.S.C. section 523(a)(6) in this action are identical to the issues that were raised
28 and litigated in the State Court Action.

1 37. A determination of the issues relating to the nondischargeability of the
2 Judgment under 11 U.S.C. section 523(a)(6) was necessary to the outcome of the
3 State Court Action.

4 38. The doctrine of collateral estoppel bars Debtor from disputing or
5 relitigating any and all of the issues that were determined by the state court in
6 granting the Judgment, which is based on fraud – intentional misrepresentation and
7 in favor of Plaintiffs.

8 39. The Debtor's obligations owing on the Judgment are nondischargeable,
9 and Plaintiffs are entitled to entry of judgment in this action accordingly.

10 **PRAYER**

11 WHEREFORE, Plaintiffs pray for judgment against Debtor as follows:

12 1. A determination that Debtor is collaterally estopped from litigating any
13 and all issues that are the subject of the Judgment;

14 2. A determination that the Judgment and the full amount of the debt
15 described therein is nondischargeable under 11 U.S.C. section 523(a)(2)(A);

16 3. A determination that the Judgment and the full amount of the debt
17 described therein is nondischargeable under 11 U.S.C. section 523(a)(6);

18 4. For damages in the amount not less than \$109,431.18, plus
19 prejudgment interest to the extent permitted by law;

20 5. For costs of suit incurred herein; and

21 6. For such other and further relief as this Court may deem just and
22 proper.

23
24 Dated: January 24, 2018

LAW OFFICES OF ANDREW A. SMITS

25
26 By: 

Andrew A. Smits

27 Attorney for Plaintiffs Jay Twitty and
28 Amy Twitty

EXHIBIT 1

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7
8 Attorney for Plaintiffs Jay Twitty
9 and Amy Twitty

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

DEC 30 2011

ALAN CARLSON, Clerk of the Court

K. Peraza
BY K. PERAZA

10
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER**

13 JAY TWITTY, an individual, and AMY
14 TWITTY, an individual,

15 Plaintiffs,

16 vs.

17 MICHAEL JOSEPH RUFFNER, an
18 individual; PACIFIC HANDCRAFTED
19 CABINETRY, LLC, a limited liability
20 company; and DOES 1 to 50,

21 Defendants.

Case No.: 30-2010-00405912

Assigned to: Judge David T. McEachen
Dept. C21

~~AMENDED CORRECTED~~ AMENDED CORRECTED
JUDGMENT IN FAVOR OF
PLAINTIFFS JAY TWITTY AND AMY
TWITTY AND AGAINST DEFENDANT
MICHAEL JOSEPH RUFFNER

Complaint filed: September 7, 2010
Trial date: August 1, 2011

22 This action came on regularly for trial on August 1, 2011 at 9:00 A.M. in Department C21
23 of the Orange County Superior Court, the Honorable David T. McEachen, judge presiding.
24 Plaintiffs Jay Twitty and Amy Twitty ("Plaintiffs") appeared by and through their attorney of
25 record, Andrew A. Smits. Defendants Michael Joseph Ruffner and Pacific Handcrafted Cabinetry,
26 LLC ("Defendants") appeared by and through their attorney of record, Lisa G. Salisbury. After the
27 trial, the Court entered on August 2, 2011 a Judgment in Favor of Plaintiffs Jay Twitty and Amy
28 Twitty and Against Defendant Michael Joseph Ruffner.

1 On November 15, 2011 in Department C21 of the Orange County Superior Court, the
2 Honorable David T. McEachen, judge presiding, plaintiffs Jay Twitty and Amy Twitty
3 ("Plaintiffs") moved to set aside the Judgment entered August 2, 2011 and enter a different
4 judgment. Plaintiffs appeared by and through their attorney of record, Andrew A. Smits.
5 Defendant Michael Joseph Ruffner appeared by and through his attorney of record, Lisa G.
6 Salisbury.

7 After having received and considered evidence and hearing arguments of counsel, the
8 Court makes the following findings:

9 **On All Causes of Action:**

- 10 1. Michael Joseph Ruffner ("Ruffner") never had a license issued by the California
11 State Contractors License Board.
- 12 2. Ruffner did not have a license issued by the California State Contractors License
13 Board during the period April 1, 2010 through September 1, 2010.
- 14 3. Ruffner has never had a valid contractor's license issued by any State in the United
15 States of America.
- 16 4. Ruffner never had a contractor's license with the following number: 705192.
- 17 5. Ruffner never had any type of license with the following number: 705192.
- 18 6. Ruffner never had any type of license with the following number: 200506010171.
- 19 7. The entity known as "Pacific Handcrafted (PHC)" did not have during the period
20 April 1, 2010 through September 1, 2010 a contractor's license issued by the California State
21 Contractors License Board.
- 22 8. The entity known as "Pacific Handcrafted (PHC)" never had a contractor's license
23 issued by the California State Contractors License Board.
- 24 9. The entity known as "Pacific Handcrafted (PHC)" never had any type of license
25 with the following number: 705192.
- 26 10. The entity known as "Pacific Handcrafted (PHC)" never had any type of license
27 with the following number: 200506010171.
- 28 11. Pacific Handcrafted Cabinetry, LLC, did not have during the period April 1, 2010

1 through September 1, 2010 a contractor's license issued by the California State Contractors
2 License Board.

3 12. Pacific Handcrafted Cabinetry, LLC, never had a contractor's license issued by the
4 California State Contractors License Board.

5 13. Pacific Handcrafted Cabinetry, LLC, never had any type of license with the
6 following number: 705192.

7 14. Pacific Handcrafted Cabinetry, LLC, never had any type of license with the
8 following number: 200506010171.

9 15. Pacific Handcrafted Cabinetry, LLC, was never licensed by the California State
10 Contractors License Board.

11 16. Pacific Handcrafted Cabinetry, LLC, was not authorized to transact business in the
12 State of California during the period April 1, 2010 through September 1, 2010.

13 17. According to the California Secretary of State's records, Pacific Handcrafted
14 Cabinetry, LLC, was a cancelled limited liability company during the period April 1, 2010 through
15 September 1, 2010.

16 18. During the period April 1, 2010 through September 1, 2010, Ruffner did not have
17 any ownership interest in the entity known as Pacific Handcrafted Cabinetry, LLC.

18 19. Ruffner performed contracting work for Plaintiffs valued at \$500 or more in labor
19 and materials.

20 **On Breach of Contract Cause of Action:**

21 20. On or about June 30, 2010, plaintiffs Jay Twitty and Amy Twitty ("Plaintiffs")
22 entered into an agreement with defendants Ruffner and Pacific Handcrafted Cabinetry, LLC
23 ("PHC"), for Ruffner and PHC to provide contractor's services in remodeling Plaintiffs' home.

24 21. Ruffner received from Plaintiffs payments totaling \$20,730 for contractor's services
25 to be performed at the real property commonly known as 2004 Corte Cardelina, San Clemente,
26 California 92673 ("Twitty Home" or "Plaintiffs' Home").

27 22. Plaintiffs performed all conditions, covenants and promises required on their part to
28 be performed in accordance with the terms of the agreement between Plaintiffs, on the one hand,

1 and defendants Ruffner and PHC, on the other hand, for contractor's services in remodeling
2 Plaintiffs' home.

3 23. Ruffner breached his agreement with Plaintiffs to provide contractor's services in
4 remodeling parts of the Twitty Home.

5 24. As a result of Ruffner's breach of his agreement with Plaintiffs to provide
6 contractor's services in remodeling parts of the Twitty Home, Plaintiffs have been damaged in an
7 amount not less than \$60,000.

8 **On the Negligence Cause of Action:**

9 25. Ruffner owed a duty to Plaintiffs to use reasonable care in providing contractor's
10 services for remodeling Plaintiffs' home.

11 26. Ruffner breached his duty to use reasonable care in providing contractor's services
12 for remodeling Plaintiffs' home.

13 27. Ruffner was negligent in providing contractor's services for remodeling Plaintiffs'
14 home.

15 28. Ruffner's negligence in providing contractor's services was a cause of damage to
16 Plaintiffs.

17 29. Ruffner's negligence caused Plaintiffs damages in an amount not less than \$60,000.

18 **On the Fraud – Intentional Misrepresentation Cause of Action:**

19 30. Ruffner represented to plaintiff Jay Twitty that he was a licensed contractor in the
20 State of California.

21 31. Ruffner represented to plaintiff Amy Twitty that he was a licensed contractor in the
22 State of California.

23 32. Ruffner represented to Plaintiffs that he held a valid California contractor's license
24 qualifying him to perform contractor's services for remodeling Plaintiffs' home.

25 33. Ruffner knew he did not have a contractor's license issued by the California State
26 Contractors License Board when he represented to plaintiff Amy Twitty that he was licensed
27 contractor.

28 34. Ruffner knew he did not have a contractor's license issued by the California State

1 Contractors License Board when he represented to plaintiff Jay Twitty that he was licensed
2 contractor.

3 35. When Ruffner represented to Plaintiffs that he held a valid California contractor's
4 license, Ruffner knew his representation was false.

5 36. Ruffner knew he did not have a contractor's license issued by the California State
6 Contractors License Board when he took Plaintiffs' payments totaling \$20,730.

7 37. Ruffner represented to Plaintiffs that he had a valid California contractor's license
8 with the intention to deceive Plaintiffs.

9 38. Ruffner represented to Plaintiffs that he had a valid California contractor's license
10 with the intention to defraud Plaintiffs.

11 39. Ruffner represented to Plaintiffs that he held a valid California contractor's license
12 for the purpose of inducing Plaintiffs to enter into the agreement for Ruffner to provide
13 contractor's services in remodeling Plaintiffs' home.

14 40. Ruffner represented to Plaintiffs that he held a valid California contractor's license
15 for the purpose of inducing Plaintiffs to pay him money for contractor's services in remodeling
16 Plaintiffs' home.

17 41. Ruffner believed that Plaintiffs would rely on his representations that he had a valid
18 California contractor's license in making their decision to hire him to provide contractor's
19 services.

20 42. Ruffner represented to Plaintiffs that he was qualified to perform contractor's
21 services for remodeling Plaintiffs' home.

22 43. When Ruffner represented to Plaintiffs that he was qualified to perform contractor's
23 services for remodeling Plaintiffs' home, Ruffner knew his representation was false.

24 44. Ruffner represented to Plaintiffs that he was qualified to perform contractor's
25 services for remodeling Plaintiffs' home with the intention to defraud Plaintiffs.

26 45. Ruffner represented to Plaintiffs that he was qualified to perform contractor's
27 services for the purpose of inducing Plaintiffs to enter into the agreement for Ruffner to provide
28 contractor's services in remodeling Plaintiffs' home.

1 46. Ruffner represented to Plaintiffs that he was qualified to perform contractor's
2 services for the purpose of inducing Plaintiffs to pay him money for contractor's services in
3 remodeling Plaintiffs' home.

4 47. Plaintiff Jay Twitty was unaware of the falsity of Ruffner's representation that
5 Ruffner held a valid California contractor's license.

6 48. Plaintiff Amy Twitty was unaware of the falsity of Ruffner's representation that
7 Ruffner held a valid California contractor's license.

8 49. Plaintiff Jay Twitty was unaware of the falsity of Ruffner's representation that
9 Ruffner was qualified to perform contractor's services for remodeling Plaintiffs' home.

10 50. Plaintiff Amy Twitty was unaware of the falsity of Ruffner's representation that
11 Ruffner was qualified to perform contractor's services for remodeling Plaintiffs' home.

12 51. Plaintiff Jay Twitty justifiably relied on Ruffner's representation that Ruffner held a
13 valid California contractor's license.

14 52. Plaintiff Amy Twitty justifiably relied on Ruffner's representation that Ruffner held
15 a valid California contractor's license.

16 53. Plaintiffs justifiably relied on Ruffner's representation that Ruffner was qualified to
17 perform contractor's services for remodeling Plaintiffs' home.

18 54. Ruffner caused Plaintiffs to suffer damages as a result of his misrepresentation that
19 he had a valid California contractor's license.

20 55. Ruffner caused Plaintiffs to suffer damages in an amount not less than \$60,000 as a
21 result of his misrepresentation that he had a valid California contractor's license.

22 56. As a result of the reliance upon the truth of Ruffner's representation that he held a
23 valid California contractor's license, Plaintiffs sustained damages in an amount not less than
24 \$60,000.

25 57. As a result of the reliance upon the truth of Ruffner's representation that he was
26 qualified to perform contractor's services for remodeling Plaintiffs' home, Plaintiffs sustained
27 damages in an amount not less than \$60,000.

28 58. Ruffner is liable to Plaintiffs for his intentional misrepresentations causing

1 Plaintiffs damages in an amount not less than \$60,000.

2 59. Ruffner represented to Plaintiffs, willfully, fraudulently and with the intent and
3 purpose of advancing his own interests at the expense of and disregard for Plaintiffs' rights and
4 interests, that he was a duly licensed contractor in the State of California.

5 60. Ruffner's intentional misrepresentation to Plaintiffs that he held a valid California
6 contractor's license constitutes malicious, oppressive and fraudulent conduct.

7 61. Ruffner's intentional misrepresentation to Plaintiffs that he was qualified to
8 perform contractor's services for remodeling Plaintiffs' home constitutes malicious, oppressive
9 and fraudulent conduct.

10 62. Ruffner's intentional misrepresentation to Plaintiffs that he held a valid California
11 contractor's license constitutes willful injury to Plaintiffs in that Ruffner's actions were deliberate
12 and intentional.

13 63. Ruffner's intentional misrepresentation to Plaintiffs that he was qualified to
14 perform contractor's services for remodeling Plaintiffs' home constitutes willful injury to
15 Plaintiffs in that Ruffner's actions were deliberate and intentional.

16 64. Ruffner's intentional misrepresentation to Plaintiffs that he held a valid California
17 contractor's license constitutes malicious injury to Plaintiffs in that Ruffner's actions were
18 wrongful, intentional, necessarily causing injury, and committed without just cause or excuse.

19 65. Ruffner's intentional misrepresentation to Plaintiffs that he was qualified to
20 perform contractor's services for remodeling Plaintiffs' home constitutes malicious injury to
21 Plaintiffs in that Ruffner's actions were wrongful, intentional, necessarily causing injury, and
22 committed without just cause or excuse.

23 66. Ruffner's actions with respect to Plaintiffs constitute willful injury to Plaintiffs in
24 that Ruffner's actions were deliberate and intentional.

25 //

26 //

27

28

67. Ruffner's actions with respect to Plaintiffs constitute malicious injury to Plaintiffs in that Ruffner's actions were wrongful, intentional, necessarily causing injury, and committed without just cause or excuse.

68. The amount of punitive damages awarded to plaintiffs Jay Twitty and Amy Twitty and against defendant Michael Joseph Ruffner is \$100.00.

It appearing by reason of the foregoing findings, plaintiffs Jay Twitty and Amy Twitty are entitled to judgment against defendant Michael Joseph Ruffner as follows:

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Judgment is granted in favor of plaintiffs Jay Twitty and Amy Twitty and against defendant Michael Joseph Ruffner, and plaintiffs Jay Twitty and Amy Twitty shall have and recover from defendant Michael Joseph Ruffner as follows:

1. Compensatory damages in the total amount of \$60,000.00;
2. Punitive damages in the amount of \$100.00;
3. Pre-judgment interest on \$20,730.00 accruing at the annual rate of 10 percent (10%) from September 30, 2010 to August 1, 2011, which is in the amount of \$1,729.00;
4. Discovery sanctions awarded pursuant to the Court's orders entered May 17, 2011 in favor of Plaintiffs and against defendant Ruffner in the total amount of \$1,130.00; and
5. Costs in the amount of \$1,592.28.

Total: \$64,551.28.

Dated: DEC 30 2011

DAVID T. McEACHEN

David T. McEachen
Judge of the Superior Court, County of Orange

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 36 Executive Park, Suite 160, Irvine, California 92614-4794.

On December 20, 2011, I served the document described as follows: **[PROPOSED] AMENDED CORRECTED JUDGMENT IN FAVOR OF PLAINTIFFS JAY TWITTY AND AMY TWITTY AND AGAINST DEFENDANT MICHAEL JOSEPH RUFFNER** on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope addressed as set forth below:

Michael Joseph Ruffner
4829 Camino Costado
San Clemente, CA 92673-6414

Tel. (949) 257-3565

Defendant in pro per

☒ **(By U.S. Mail)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **(By Personal Service)** I caused to be delivered by hand such envelope to the addressee.

☐ **(By Facsimile)** I caused such document to be transmitted by facsimile to the offices of the addressee. Upon completion of the said facsimile transmission, the transmitting machine issued a transmission report showing the transmission was complete and without error. A copy of the said transmission report is attached hereto.

☐ **(By Overnight Delivery)** I caused overnight delivery by Overnite Express of the document(s) listed above, by placing the true copies in separate envelopes for each addressee, with the name and address of the person served shown on the envelope and by sealing the envelope and placing it for collection and delivery by Overnite Express with delivery fees paid or provided for in accordance with ordinary business practices.

Executed on December 20, 2011 at Irvine, California.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

KIMBERLY RICHARDSON

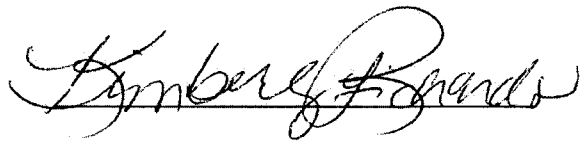


EXHIBIT 2

CONFORMED COPY

EJ-190

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number).

After recording, return to:
Andrew A. Smits (State Bar No. 146659)
Law Offices of Andrew A. Smits
36 Executive Park, Suite 160
Irvine, CA 92614-4794
asmits@smits-law.com
TEL NO: 949 833-1025 FAX NO (optional): 949 833-1027

E-MAIL ADDRESS (Optional):

☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

STREET ADDRESS: 700 Civic Center Drive West

MAILING ADDRESS:

CITY AND ZIP CODE: Santa Ana, CA 92701

BRANCH NAME: Central Justice Cneter

Recorded in Official Records, Orange County
Hugh Nguyen, Clerk-Recorder



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10 415 R20 F13 3

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FOR RECORDER'S USE ONLY

PLAINTIFF: Jay Twitty and Amy Twitty
DEFENDANT: Michael Joseph Ruffner, et al.

CASE NUMBER:
30-2010-00405912-CU-BT-CJC

APPLICATION FOR AND RENEWAL OF JUDGMENT

FOR COURT USE ONLY

☒ Judgment creditor

☐ Assignee of record

applies for renewal of the judgment as follows:

1. Applicant (name and address):
Jay Twitty and Amy Twitty, c/o Andrew A. Smits, Law Offices of Andrew A. Smits
36 Executive Park, Suite 160, Irvine, CA 92614-4794
2. Judgment debtor (name and last known address):
Michael Joseph Ruffner, 4829 Camino Costado
San Clemente, CA 92763
3. Original judgment
 - a. Case number (specify): 30-2010-00405912-CU-BT-CJC
 - b. Entered on (date): December 30, 2011
 - c. Recorded:
 - (1) Date: 2/15/12
 - (2) County: Orange
 - (3) Instrument No.: 2012000087532
4. ☐ Judgment previously renewed (specify each case number and date):

ELECTRONICALLY FILED
Superior Court of California,
County of Orange

06/16/2015 at 01:21:00 PM

Clerk of the Superior Court
By Anh Dang, Deputy Clerk

5. ☒ Renewal of money judgment

a. Total judgment	\$ 64,551.28
b. Costs after judgment	\$ 19.00
c. Subtotal (add a and b)	\$ 64,570.28
d. Credits after judgment	\$
e. Subtotal (subtract d from c)	\$ 64,570.28
f. Interest after judgment	\$ 22,248.86
g. Fee for filing renewal application	\$ 30.00
h. Total renewed judgment (add e, f, and g)	\$ 86,849.14

i. ☐ The amounts called for in items a-h are different for each debtor.
These amounts are stated for each debtor on Attachment 5.

Page 1 of 2

SHORT TITLE: Twitty v. Ruffner	CASE NUMBER: 30-2010-00405912-CU-BT-CJC
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6. ☐ Renewal of judgment for ☐ possession.
☐ sale.

a. ☐ If judgment was not previously renewed, terms of judgment as entered:

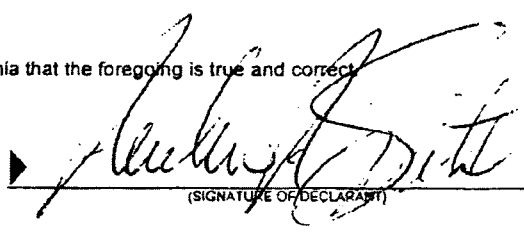
b. ☐ If judgment was previously renewed, terms of judgment as last renewed:

c. ☐ Terms of judgment remaining unsatisfied:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: June 12, 2015

Andrew A. Smits
(TYPE OR PRINT NAME)


(SIGNATURE OF DECLARANT)

I hereby certify the foregoing instrument consisting of 2 page(s)
is a true and correct copy of the original on file in this court.



ATTEST: (DATE) 1/25/18
ALAN CARLSON, EXECUTIVE OFFICER AND CLERK OF THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

BY Patty Conde, DEPUTY

PATTY CONDE

EXHIBIT 3

11/29/2016

https://ocapps.occourts.org/Vision_PublicNS/PrintCase.do

Case Summary

Case Number: 16CF0911

OC Pay Number: 8802964

Originating Court: Central

Defendant: Ruffner, Michael

Demographics:

Eyes: Hazel
Hair: Blond
Height(ft/in) : 6'0"
Weight (lbs): 185

Names:

Last Name	First Name	Middle Name	Type
Ruffner	Michael	Joseph	Court True Name
Ruffner	Michael	J	Court True Name
Rufner	Michael	Joseph	Court True Name
Ruffner	Michael		Real Name

Case Status:

Status: Convicted
Case Stage:
Release Status: Remanded
Warrant: N
DMV Hold : N
Charging Document: Complaint
Mandatory Appearance: Y
Owner's Resp: N
Amendment #: 1

Counts:

Seq	S/A	Violation Date	Section Statute	OL	Violation	Plea	Plea Date	Disposition	Disposition Date
1	0	03/23/2012	25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016	Pled Nolo Contendere	11/28/2016
1	2	03/23/2012	186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016	Found True	11/28/2016
1	4	03/23/2012	12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016	Found True	11/28/2016
2	0	02/06/2012	25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016	Pled Nolo Contendere	11/28/2016
2	2	02/06/2012	186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016	Found True	11/28/2016
2	4	02/06/2012	12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016	Found True	11/28/2016
3	0	06/18/2012	25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016	Pled Nolo Contendere	11/28/2016
3	2	06/18/2012	186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016	Found True	11/28/2016
3	4	06/18/2012	12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016	Found True	11/28/2016
4	0	11/16/2012	25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016	Pled Nolo Contendere	11/28/2016
4	2	11/16/2012	186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016	Found True	11/28/2016
4	4	11/16/2012	12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016	Found True	11/28/2016
5	0	12/07/2012	25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016	Pled Nolo Contendere	11/28/2016
5	2	12/07/2012	186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016	Found True	11/28/2016
5	4	12/07/2012	12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016	Found True	11/28/2016
6	0	09/13/2013	25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016	Pled Nolo Contendere	11/28/2016
6	2	09/13/2013	186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016	Found True	11/28/2016
6	4	09/13/2013	12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016	Found True	11/28/2016
7	0	06/26/2014	25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016	Pled Nolo Contendere	11/28/2016
7	2	06/26/2014	186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016	Found True	11/28/2016
			12022.6(a)						

11/29/2016

https://ocapps.occourts.org/Vision_PublicNS/PrintCase.do

7	4	06/26/2014 (2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016 Found True	11/28/2016
8	0	09/06/2013 25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016 Pled Nolo Contendere	11/28/2016
8	2	09/06/2013 186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016 Found True	11/28/2016
8	4	09/06/2013 12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016 Found True	11/28/2016
9	0	04/16/2014 25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016 Pled Nolo Contendere	11/28/2016
9	2	04/16/2014 186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016 Found True	11/28/2016
9	4	04/16/2014 12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016 Found True	11/28/2016
10	0	01/06/2014 25401 CC	F	Untrue Statement or Ommission in Connection with Purchase or Sale	NOLO CONTENDERE	11/28/2016 Pled Nolo Contendere	11/28/2016
10	2	01/06/2014 186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016 Found True	11/28/2016
10	4	01/06/2014 12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016 Found True	11/28/2016
11	0	02/06/2012 25541 CC	F	Use of Device, Scheme or Artifice to Defraud	NOLO CONTENDERE	11/28/2016 Pled Nolo Contendere	11/28/2016
11	2	02/06/2012 186.11(a)(1)/(2) PC	F	ENH-Aggravated white collar crime over \$500k	DENIED	11/28/2016 Found True	11/28/2016
11	4	02/06/2012 12022.6(a)(2) PC	F	ENH-Property damage over \$200,000	DENIED	11/28/2016 Found True	11/28/2016

Co Defendants:

Last Name	First Name	Release Status	Status Date
Schlegel	Christopher	Remanded	11/28/2016
Groves	Jourdan	Released on Bond	04/19/2016
Melcher	Michael	Remanded	11/28/2016

Participants:

Role	Badge Agency	Name	Vacation Start	Vacation End
District Attorney	OCDA	Hernandez, Mike		
Conflict Attorney	RETAT	Sheaks, Roger		
Public Defender	OCPD	Deputy Public Defender,		
Alternate Defender	ALTD	Hernandez, Jose Luis		
District Attorney	OCDA	Lipton, Michelle		

Heard Hearings:

Date	Hearing Type - Reason	Courtroom	Hearing Status	Special Hearing Result
04/18/2016	Arraignment In Custody	CJ1	Heard	Waives arraignment today
05/06/2016	Arraignment In Custody	C55	Heard	
05/06/2016	Motion Bail	C55	Heard	10 court days
05/12/2016	Hearing Bail Review	C55	Heard	
06/22/2016	Pre Trial -	C55	Heard	60 calendar days
06/30/2016	Motion Marsden	C55	Heard	
06/30/2016	Motion Marsden	C28	Heard	Marsden motion denied
06/30/2016	Pre Trial -	C28	Cancel	
08/22/2016	Pre Trial -	C55	Heard	Reasonable Time Waiver
11/08/2016	Pre Trial -	C55	Heard	Reasonable Time Waiver
11/28/2016	Pre Trial -	C55	Heard	

Sentences:

Seq #	Sentence Date	Sentence
1	11/28/2016	5 years Probation
2	11/28/2016	364 days Jail
3	11/28/2016	Restitution

Probation:

Sent Seq #	Type	Term	End Date
1	FORMAL	5 years	11/27/2021

History:

Status	Status Date	End Date
Active	11/28/2016	11/27/2021

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:

36 Executive Park, Suite 160
Irvine, CA 92614-4794

A true and correct copy of the foregoing document entitled (*specify*):

COMPLAINT OF JAY TWITTY AND AMY TWITTY TO DETERMINE DISCHARGEABILITY OF DEBT

[11 U.S.C. §§ 523(a)(2)(A) and 523(a)(6)]

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:**

On (date) _____, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

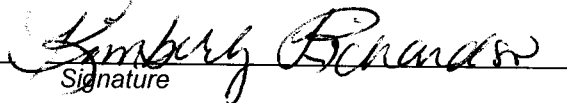
3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) 01/24/2018, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Honorable Erithe A. Smith
U.S. Bankruptcy Court, Central District of California, Santa Ana Division
411 W. Fourth Street, Suite 5040 / Courtroom 5A
Santa Ana, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

01/24/2018 Kimberly Richardson
Date Printed Name


Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.